

**INVITATION FOR BIDS
TO PROVIDE APPRAISAL SERVICES
FOR THE TOWN OF NANTUCKET**

The Town of Nantucket, through its Town Administration, invites qualified bidders to submit bids for appraisal services for the Town.

I. GENERAL INFORMATION AND BID SUBMISSION REQUIREMENTS.

- 1) Bids and specifications can be obtained from and will be accepted at the Town of Nantucket, Procurement Office, 16 Broad Street, Nantucket, MA 02554, until **Thursday, April 7, 2016 @ 2:00 PM** and publicly opened forthwith for this Invitation for Bids which is made in accordance with M.G.L. c 30B. Two copies of the bid are required. The bid envelope must be sealed and clearly marked:

Bid for Appraisal Services

- 2) Award date. Award will be made within thirty (30) days after bid opening unless otherwise stated in the specifications or the time for award is extended by mutual consent of all parties. All bids submitted shall be valid for a minimum period of sixty (60) calendar days following the date established for acceptance.
- 3) If any changes are made to this IFB, an addendum will be issued. Addenda will be mailed or faxed to all bidders on record as having requested the IFB. Each responder shall acknowledge receipt of any and all addendum issues by submitting acknowledgment forms provided with any Addenda. **Failure to do so shall be cause to reject the submittal as being unresponsive.**
- 4) Questions concerning this IFB must be submitted in writing to: Heidi Bauer, Chief Procurement Officer, 16 Broad Street, Nantucket, MA 02554 **before Tuesday, April 5, 2017**. Questions may be delivered, mailed, emailed (hbauer@nantucket-ma.gov) or faxed. Written responses will be mailed or faxed to all bidders on record as having requested the IFB.
- 5) Bids may be modified, corrected or withdrawn only by written correspondence received by the Town of Nantucket prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No. ____" and must reference the original IFB.
- 6) After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the Town of Nantucket or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid, but the intended correct bid is not similarly evident.
- 7) The Town of Nantucket reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in its best interest.
- 8) The Town of Nantucket will not be responsible for any expenses incurred in preparing and submitting bids.

All bids shall become the property of the Town of Nantucket.

- 9) Responders must be willing to enter into the Town of Nantucket's standard form of contract that will include the scope of services description of this IFB.
- 10) The bid, and any subsequent contract for the services, is hereby issued in accordance with applicable Massachusetts General Laws. The selected bidder shall be expected to comply with all applicable state and federal laws in performance of service.
- 11) Bids received prior to the date of opening will be securely kept, unopened. No responsibility will attach to an officer or person for the premature opening of a bid not properly addressed and identified.
- 12) Any bids received after the advertised date and time for opening will be returned to the responder unopened.
- 13) Purchases by the Town of Nantucket are exempt from federal, state and municipal sales and/or excise taxes.
- 14) The Tax Compliance Certification and the Certificate of Non-Collusion must be included with the bid response. The bid must be signed by the authorized individual(s).
- 15) Unexpected closures. If, at the time of the scheduled bid opening, Town Hall is closed due to uncontrolled events such as fire, snow, ice, wind or building evacuation, the bid opening will be postponed until 3:00 PM on the next normal business day. Bids will be accepted until that date and time.
- 16) The Town of Nantucket is an Affirmative Action/Equal Opportunity Employer. The Town encourages bids from qualified MBE/DBE/WBE firms.
- 17) Bidders should be aware that many overnight mailing services do not guarantee service to Nantucket.

BID SUBMISSION REQUIREMENTS.

- The Tax Compliance Certification must be included with the bid response. The bid must be signed by the authorized individual(s).
- A signed Certificate of Non Collusion must be submitted with the bid response.
- Bid Price Forms to include a total hourly rate and area of qualification.
- Signature page from the Town's contract, signed by an authorized individual as a good faith statement that the contractor is willing to enter into the Town's standard contract form.
- Current Certificate(s) of Insurance.
- Reference list.

II. SCOPE OF SERVICES.

The purpose of this contract is to provide real estate appraisal services to the Town of Nantucket for a variety of different projects including (but not limited to) determining the value of town-owned land and buildings and for the purpose of land takings/construction easements for road improvement projects.

For appraisal of easements necessary for federal aid projects, appraiser shall utilize the procedures required by the MassDOT Community Compliance Office. Federal aid projects require the services of an appraiser and a review appraiser. A scope of work that conforms with the MassDOT requirements for the Appraisal Report and Review Appraisal Report is provided below and included in the Appraisal and Review Appraisal Checklist (attached).

Appraiser's Responsibilities:

1. Disclose any property involvement within last 3 years
2. Attend pre-appraisal meeting with Town and MassDOT
3. Develop final scope of work for Town approval
4. Write the problem definition
5. Conduct and document (using attached form) property inspection with property owner
6. Determine highest and best use
7. Prepare land valuation
8. Consider three approaches to value
9. Conduct reconciliation
10. Submit Appraisal Report to Town and Review Appraiser using MassDOT template
11. Respond to questions from Review Appraiser
12. Submit final Appraisal Report with Review Appraiser's Report to Town

Review Appraiser Responsibilities:

1. Disclose any property involvement within last 3 years
2. Participate in pre-appraisal meetings with Town and MassDOT
3. Develop an appraisal analysis strategy
4. Assist with scope of work
5. Coordinate with Appraiser on compliance with requirements
6. Review Appraisal Report
7. Submit Review Appraiser's Report using MassDOT template to Town

The Contractor shall perform services as necessary from April 15, 2016 through June 30, 2018. This is a three (3) year contract. It is the intent of the Town of Nantucket to have multiple firms under contract in order to meet scheduling deadlines. **Contractors must indicate on the bid form whether or not they are able to do general appraisals, federal aid/Mass DOT projects or both.**

TYPE OF SERVICES REQUIRED

The Contractors are to have adequate experienced staffing and a workload free from constraints to produce the work required by the Town of Nantucket. Firms must be included the "MassDOT Right of Way Bureau Approved Real Estate Appraisers as of 2/28/15" which is attached to this bid if they wish to

be considered for the federal aid/Mass DOT projects. The contractor should also have experience performing Real Estate appraisals within the Town of Nantucket.

DISTRIBUTION OF WORK

The distribution of work for any and all of the contracts awarded will be at the sole discretion of the Town of Nantucket. There will be no opportunity for contractors to be on a rotating list.

HOURS OF WORK

It is intended that the Contractor shall accomplish the majority of work during normal business hours and on a straight time basis. Work shall not be billed on an overtime basis and any hours billed will be at the rates included in the bid form. There are no reimbursable expenses.

QUALITY OF WORK

All work is to be quality work and shall be performed according to the standards of the industry and according to the direction and instructions as presented by the authorized representatives of the Town of Nantucket and must meet all federal, state and Town codes.

PERMITS AND LICENSES

The Contractor shall be responsible to obtain any necessary permits for work directed under this contract. Payments for such will be made on the basis of billed cost to the Contractor. This pay provision relates to permits that are exclusive, and a "one-time use" type permit for work performed under this contract.

INSPECTION

The Town of Nantucket reserves the right to inspect any and all work in progress or completed. Any omission or failure on the part of the TOWN of Nantucket's representative to disapprove or reject inferior or defective work shall not be construed to be an acceptance of such work. If any defective work is found during review of the work, the contractor shall repair, at his/her own expense, such defective work rejected and shall re-do and/or replace same without extra charge.

WORKING TIME

Charges incurred by the Contractor for the time spent in transit (portal-to-portal) from the Contractor's place of business to the job site and back are not part of this Contract and will not be paid by the TOWN.

QUALITY OF WORK

All work is to be quality work and shall be performed according to the standards of the industry and according to the plans, directions and instructions as presented by the authorized representatives of the Town of Nantucket and must meet all state and Town Building Codes.

Insurance Required:

- (a) Workers' Compensation, covering the obligations of the CONTRACTOR in accordance with applicable Workers' Compensation or Benefits laws.
- (b) Commercial General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1 million. Coverage is to include premises and operations, coverage for liability of subcontractors. The policy shall contain an endorsement stating that the aggregate limits will apply separately to the work being performed under this Agreement.
- (c) Automobile Liability Insurance of not less than \$1 million combined single limit covering owned, hired and non-hired vehicle use.

III. QUALITY REQUIREMENT.

1. Bidders must provide all of the items described in Section II and comply with all of the bid submission requirements listed in Section I.
2. Bidder must have been regularly and actively engaged in the appraisal business, operating under the same business name and business organization structure; and performing the type of work described above under "SCOPE OF WORK" for a minimum of five (5) years and must provide proof of this.
3. Bidder must provide proof of Insurance(s) in the bid

IV. REFERENCES.

Bidders must provide a complete list of municipal customers who it provided services for in the past three years. Reference information must include Company/Government Name, Contact Person, Current Phone Number, Fax Number and date of purchases. Poor references may be a basis for determining that a bidder is not responsible.

V. RULE FOR AWARD.

Multiple contracts will be awarded to the responsive and responsible bidders who meet the qualifying factors, can provide the services requested and offering the lowest **HOURLY RATE BID AMOUNT FOR EACH AREA**. Up to two contracts in each area of expertise will be awarded for a potential total of four contracts. This is an hourly rate amount contract which includes all costs associated with the items needed to complete the work as required.

VI. BASIS OF COMPENSATION.

Lump sum amount contract including all costs associated with the items needed to complete the work as required.

BID FORM

LUMP SUM BID:

The undersigned proposes to the Town of Nantucket the HOURLY RATE contract price specified below for the specifications contained herein.

Bid amount General Appraisals: \$ _____

Bid amount Federal Aid/Mass DOT appraisals: \$ _____

Bid amount Federal Aid/Mass DOT review appraisals: \$ _____

Name of general bidder: _____

FEIN or SSN: _____

Address of bidder: _____

Telephone number of bidder: _____

Bidder's signature: _____

Date: _____

NOTE: *If the bidder is a corporation, indicate state of incorporation under signature and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address.*

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature of person signing bid or proposal

Date

Please Print Name

Name of Business

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Federal Employer ID Number

Name of Corporation

President's Signature

Date

Please Print Name

**AGREEMENT BETWEEN
THE TOWN OF NANTUCKET, MASSACHUSETTS
AND
XXXXXXX**

THIS AGREEMENT made effective _____, 2016, by and between the **TOWN OF NANTUCKET, MASSACHUSETTS**, a municipal corporation, acting by and through its Town Administration, with offices at Town Hall, Nantucket, Massachusetts 02554 (hereinafter called the "TOWN"), and **XXXXXXXXXXXXXXXX** whose principal office address and state of incorporation are as set forth on Exhibit A (hereinafter called the "CONTRACTOR").

RECITALS:

WHEREAS, the TOWN desires to retain the CONTRACTOR to provide certain services for the TOWN, as described below, and the CONTRACTOR is willing to accept such engagement, all on the terms hereinafter set forth,

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1 - ENGAGEMENT OF THE CONTRACTOR

- 1.1 The TOWN hereby engages the CONTRACTOR, and the CONTRACTOR hereby accepts the engagement to perform certain services for the TOWN, as described in Article 2.
- 1.2. In the performance of any service under this Agreement, the CONTRACTOR acts at all times as an independent contractor. There is no relationship of employment or agency between the TOWN, on the one hand, and the CONTRACTOR, on the other, and the TOWN shall not have or exercise any control or direction over the method by which the CONTRACTOR performs its work or functions aside from such control or directions which are consistent with the independent contractor relationship contemplated in the Agreement.

ARTICLE 2 - SERVICES OF THE CONTRACTOR

- 2.1 The CONTRACTOR will perform the services described in the Scope of Services set forth on Exhibit A (the "Work").
- 2.2 The CONTRACTOR shall report, and be responsible, to the TOWN and its designee (if any) as set forth on Exhibit A.
- 2.3 There shall be no amendment to the Scope of Services or Work provided for in this Agreement without the written approval of the TOWN. The TOWN shall be under no obligation to pay for any services performed by the CONTRACTOR which are not explicitly agreed to by the TOWN in writing.
- 2.4 The CONTRACTOR represents and warrants to the TOWN that the CONTRACTOR (including all of its personnel, whether employees, agents or independent contractors) will be qualified and duly licensed (if necessary) to perform the services required by this Agreement and further agrees to perform its services in a professional manner, and in accordance with the reasonable standard of care implied by law and all

applicable local, state or federal ordinances, laws, rules and regulations, all of which are incorporated herein by reference. The CONTRACTOR will obtain and pay for any and all permits, bonds and other items required for the proper and legal performance of the Work.

- 2.5 The CONTRACTOR represents and warrants to the TOWN that it is not a party to any agreement contract or understanding which would in any way restricts or prohibits it from undertaking or performing its obligations hereunder in accordance with the terms and conditions of this Agreement.
- 2.6 All written materials and any other documents (whether in the form of "hard" copies, graphics, magnetic media or otherwise) which are received and produced by the CONTRACTOR pursuant to this Agreement shall be deemed to be "work for hire" and shall be and become the property of the TOWN upon the receipt and production of such items by the CONTRACTOR. The TOWN acknowledges that such materials are being prepared with respect to the specific project contemplated hereby and that any reuse of such materials by the TOWN in connection with any other project shall be at the TOWN's sole risk, unless otherwise agreed to by the CONTRACTOR in writing.
- 2.7 The CONTRACTOR shall be responsible for the professional and technical accuracy, and for the coordination, of all designs, drawings, specifications, estimates and other work or services furnished by CONTRACTOR or its consultants and subcontractors. The CONTRACTOR shall perform its work under this Agreement in such a competent and professional manner that detail checking and reviewing by the TOWN shall not be necessary. The CONTRACTOR shall supervise and direct the Work, using its best skills and attention, which shall not be less than such state of skill and attention generally rendered by the design and engineering profession for projects similar to the subject project in scope, difficulty and location.
- 2.8 The CONTRACTOR shall not use any subcontractors or sub-consultants (not identified herein) for any work required under this Agreement unless such use has been approved in advance in writing by the TOWN.
- 2.9 Notwithstanding anything to the contrary in this Agreement, the CONTRACTOR shall not be relieved of its obligations under this Agreement by the TOWN's performance, or failure to perform, any of the TOWN's administrative duties under this Agreement, including, but not limited to, the TOWN's review and/or approval of plans, estimates, programs, documents, materials, work and services furnished by CONTRACTOR.

ARTICLE 3 - PERIOD OF SERVICES

- 3.1 Unless otherwise provided on Exhibit A, the term of this Agreement shall commence on the date hereof and continue until the Work is completed to the TOWN's reasonable satisfaction.
- 3.2 The CONTRACTOR shall proceed with the Work promptly after receiving Notice to Proceed and will diligently and faithfully prosecute the Work to completion in accordance with the provisions hereof. In any event, the Work shall be completed no later than the date set forth on Exhibit A. The CONTRACTOR acknowledges that time is of the essence of this Agreement.
- 3.3 If the CONTRACTOR is delayed in the performance of any of its obligations under this Agreement by the

occurrence of an unforeseen event beyond its control such as fire or other casualty, abnormal adverse weather conditions, acts of God (collectively, "Unavoidable Events") which materially and adversely affect its ability to perform the Work, then the time for the CONTRACTOR to perform the Work shall be extended for such time as the TOWN shall reasonably determine is necessary to permit the CONTRACTOR to perform in light of the effects of the Unavoidable Event.

If an Unavoidable Event occurs which, in the TOWN's reasonable determination, makes the performance of the Agreement impossible without the expenditure of additional TOWN funds, the TOWN may, at its option, elect to terminate this Agreement upon thirty (30) days written notice.

ARTICLE 4 - PAYMENTS TO THE CONTRACTOR

- 4.1 The compensation due to the CONTRACTOR shall be paid in the amounts, and in the manner, set forth on Exhibit B, attached hereto.
- 4.2 The CONTRACTOR will bill the TOWN at the completion of the work unless otherwise provided on Exhibit B, with one or more invoices broken down to show the quantity of work performed and the percentage of the entire project completed, categories and amount of reimbursable expenses (if any), and provide such supporting data as may be required by the TOWN.
- 4.3 The TOWN will pay the CONTRACTOR upon review and approval of such invoices by the TOWN or its designee.
- 4.4 This engagement may be subject to budgetary restrictions which may limit the total amount of funds available for the Work. Accordingly, unless otherwise stated on Exhibit B, the TOWN will not be obligated to pay any amount in excess of the maximum project amount without the express written approval of the TOWN.
- 4.5 The CONTRACTOR and its sub-contractors shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the CONTRACTOR in the preparation of the documents, as reasonably determined by the TOWN.

ARTICLE 5 - TERMINATION

- 5.1 This Agreement may be terminated, with cause, by either the TOWN or CONTRACTOR, upon written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties hereunder in a timely and proper manner.
- 5.2 The TOWN shall have the right to terminate this Agreement for its convenience and without cause upon ten (10) days written notice.
- 5.3 Following termination of this Agreement, the parties shall be relieved of all further obligations hereunder except:
 - (a) unless the TOWN terminates for cause under paragraph 5.1, in which event the TOWN shall be under no obligation to make any payments to CONTRACTOR except for those services satisfactorily provided, the TOWN shall remain responsible for payments for the services satisfactorily performed

and, unless this Agreement is for a lump-sum, expenses of CONTRACTOR reasonably accrued prior to the effective date of the notice of termination in compliance with this Agreement (less the value of any claims of the TOWN), all as determined by the TOWN in its sole discretion, but for no other amounts, including, without limitation, claims for lost profits on Work not performed; and

- (b) The CONTRACTOR shall remain liable for any damages, expenses or liabilities arising under this Agreement (including its indemnity obligations) with respect to WORK performed pursuant to the Agreement.

ARTICLE 6 - INSURANCE AND INDEMNIFICATION

6.1 The CONTRACTOR agrees to indemnify and save the TOWN harmless from any and all manner of suits, claims, or demands arising out of any errors, omissions or negligence by CONTRACTOR (including all its employees, agents and independent contractors) in performing the Work, or any breach of the terms of this Agreement by such CONTRACTOR and shall reimburse the TOWN for any and all costs, damages and expenses, including reasonable attorney's fees, which the TOWN pays or becomes obligated to pay, by reason of such activities, or breach. The provisions of this Section 6.1 shall be in addition to, and shall not be construed as a limitation on, any other legal rights of the TOWN with respect to the CONTRACTOR, in connection with this Agreement, and shall survive termination or expiration of this Agreement.

6.2 Before commencing work the CONTRACTOR shall obtain and maintain at its expense and from insurance companies of a Best Rating of A or better, which are licensed to do business in the Commonwealth of Massachusetts, insurance as set forth below. If the CONTRACTOR is permitted to sub-contract a material portion of the Work, or is otherwise identifying a third party to perform services for the Town, the CONTRACTOR shall assure that such sub-contractor or other third party also has such insurance.

- (a) Workers' Compensation, covering the obligations of the CONTRACTOR in accordance with applicable Workers' Compensation or Benefits laws.
- (b) Commercial General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1 million. Coverage is to include premises and operations, coverage for liability of subcontractors. The policy shall contain an endorsement stating that the aggregate limits will apply separately to the work being performed under this Agreement.
- (c) Automobile Liability Insurance of not less than \$1 million combined single limit covering owned, hired and non-hired vehicle use.
- (d) Errors and Omissions Insurance of not less than \$2 million per claim. The coverage shall be in force from the date of execution of the Agreement to the date when all design and construction work is completed and accepted by the TOWN, unless, however, the policy is a "claims made policy," in which event the policy shall remain effective and in full force for a period of six (6) years after completion of all design and construction work relating to the engagement.
- (e) Such additional insurance as may be required to be carried by the CONTRACTOR by law.
- (f) Such additional insurance as the TOWN may reasonably require, as set forth on Exhibit A.

CONTRACTOR shall maintain such insurance during the term of Agreement and give the TOWN twenty (20) days written notice of any change or cancellation of coverage. Each insurer providing policies hereunder shall waive its rights to subrogate claims against the TOWN. The TOWN will be added as an additional named insured with respect to each such policy and such endorsement shall be reflected on a Certificate of Insurance to be delivered to the TOWN upon the execution of this Agreement and at such times thereafter as the TOWN may reasonably request.

ARTICLE 7 - GENERAL PROVISIONS

- 7.1 Upon the expiration or the termination of this Agreement for any reason, all data, drawings, specifications, reports, estimates, summaries and other work product which have been accumulated, developed or prepared by the CONTRACTOR (whether completed or in process) shall become the property of the TOWN upon payment for such to the CONTRACTOR and the CONTRACTOR shall immediately deliver or otherwise make available all such material to the TOWN.
- 7.2 Neither party may assign, transfer or otherwise dispose of this Agreement or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party, and any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.
- 7.3 Except as otherwise expressly provided in this Agreement, any decision or action made by the TOWN relating to this Agreement, its operation, amendment or termination, shall be made by the Board, Committee or Authority of the TOWN specified in the initial paragraph of this Agreement, unless specifically authorized or delegated by a lawful vote of such body.
- 7.4 This Agreement, together with Exhibit A (Contractor, Scope of Work, Term), Exhibit B (Payments), and Exhibit C (Tax Compliance Certificate), and any additional exhibits referred to therein, constitute the entire agreement of TOWN and CONTRACTOR with respect to the matters set forth therein and may not be changed, amended, modified or terms waived except by a writing signed by TOWN and CONTRACTOR. If there is any conflict among the terms set forth in the body of this Agreement and the terms or provisions set forth in Exhibit A or Exhibit B, or in any other attachment hereto, or in any other document or law incorporated by reference herein, such conflict shall be resolved by giving precedence to the party's address above by certified mail, return receipt requested Terms or provisions contained in the following documents in accordance with the following hierarchy, with the topmost document of the highest priority:
 - A. Applicable federal, state and local laws, rules and regulations.
 - B. Amendments to this Agreement, if any.
 - C. Exhibits A and B.
 - D. This Agreement.
 - E. Any other attachments to this Agreement.

To the extent the conflict is not resolved by applying the above hierarchy, the conflict shall be resolved in a manner that results in the highest quantity and best quality of goods and services to the TOWN.

- 7.5 This Agreement is governed by the law of The Commonwealth of Massachusetts and shall be construed in accordance therewith. The parties agree that exclusive jurisdiction for any action arising out of or relating to this Agreement shall lie with the state and federal courts having jurisdiction over the county and state in which the Town is located and the parties hereby irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the venue of any proceeding brought in such location and further irrevocably waive any claims that any such proceeding has been brought in an inconvenient forum.
- 7.6 Any notices required or allowed shall be to the person's address above by certified mail, return receipt requested.
- 7.7 Notwithstanding anything to the contrary in this Agreement, this Agreement is subject to the appropriation and availability of funds.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

TOWN OF NANTUCKET,
MASSACHUSETTS:

CONTRACTOR:

C. Elizabeth Gibson
Town Manager

Name
President

Funding Org/Obj:

FEIN:

Approved as to Funds Available

PO# _____

Bob Dickinson – Assistant Town Accountant

CONTRACT EXHIBIT A

CONTRACTOR, SCOPE OF WORK, TERM

1. Name of Contractor:
2. State of Incorporation:
3. Principal Office Address:
4. Description of Services:
5. Person, Department, or Committee, if any, to whom CONTRACTOR reports (§ 2.2):
6. Term of Agreement (§3.1):
7. Completion Date (§3.2):
8. Additional Insurance Coverage (§6.2(e)):

AGREEMENT EXHIBIT B

PAYMENTS

1. Lump Sum Method
 - a. **Maximum Project Amount:**
 - b. **Payment Increments:** CONTRACTOR shall submit monthly invoices based on a percentage of work complete work as delineated in a progress report accompanying each invoice for approval and processing by the TOWN.
 - c. **Reimbursable Expenses (if any):** None.

TAX COMPLIANCE CERTIFICATION
EXHIBIT C

Pursuant to M.G.L. 62C, Sec.49A, the undersigned certifies under the penalties of perjury that it, to the best knowledge and belief of management, has filed all state tax returns and paid all state taxes required under law (if any, are so required).

By:

Name, President

Date

FEIN:

BIDDER'S CHECKLIST

Required for bid submittals:

- ☐ Bid response form
- ☐ Non-collusion form
- ☐ Tax compliance certificate
- ☐ Reference list
- ☐ Signature page from Town of Nantucket contract agreement
- ☐ Proof of Insurance



Right of Way Bureau
APPROVED REAL ESTATE APPRAISERS
as of 2/28/15

Emmet T. Logue, MAI c/o Hunneman Appraisal & Consulting Co. 303 Congress Street Boston, MA 02210 B#(617) 457-3400 C#(781) 812-6349 Email: elogue@naihunneman.com VC6000188220	James Douglas Guidry, MAI d/b/a Guidry & Pratt Real Estate Analysts 5 Blackburn Drive, 2nd Floor Gloucester, MA 01930 B # (978) 281-7010 F # (978) 281-6570 Email: doug@guidryplatt.com VC60000189704
Mario Leslie, MAI d/b/a Evergreen Appraisals 22 Baileys Lane West Newbury, MA 01985 B # (617) 513-1647 F # (978) 948-6613 Email: rmaleslie2@gmail.com VC60000254099	Gail A. Mann, MAI d/b/a G&M Valuations 126 Sky Line Drive Westwood, MA 02090 B # (781) 485-0471 F # (781) 235-1312 Email: gail_mann@comcast.net VC0000025249
Ellen McDonald 25 Farm Road Sherborn, MA 01770 B # (508) 395-5819 F # (508) 650-9162 Email: emappraisal@comcast.net VC6000207170	Robert LaPorte, Jr., MAI c/o Colliers International Valuation 160 Federal Street Boston, MA 02110-1700 B#(617) 330-8101 Email: Bob.Laporte@colliers.com VC0000540638
Donald S. Welinski, MAI 15 Cross Street Marshfield, MA 02050 B # (781) 837-0535 F # (781) 460-1573 Email: dwelinsky@gmail.com	Gregory C. Story d/b/a A.M. Appraisal Associates Inc 85 Constitution Lane Suite 100F Danvers, MA 01923 B # (781) 397-7637 ext. 207 F # (781) 324-5145

VC6000195679	Email: gstory@amconsults.com *2015 Contract Pending
Kim A. Levitch, MAI PO BOX 1553 Greenfield, MA 01301 Email: levitchassoc@verizon.net VC6000170237 <hr/> William A. LaChance, MAI 685 Centre Street, Suite 204 Boston, MA 02130 B#(617) 522-0022 F#(617) 517-3819 Email: wlachance@verizon.net *2015 Contract Pending	Paul J. Reynolds, MAI 329 Massachusetts Avenue Lexington, MA B#(781) 862-1774 Email: reynoldscompany@verizon.net VC6000162412 <hr/> Joseph E. Flanagan c/o Howard S. Dono & Associates, Inc. 217 West Boylston Street West Boylston, MA 01583 B#(508) 852-1588 C#(508) 331-8133 F#(508) 852-1376 Email: jflanagan@verizon.net *2015 Contract Pending
O'Connor Real Estate Associates, Inc. Jim O'Connor, MAI 48 Franklin Street Westfield, MA 01085-1211 B# (413) 562-5096 Email: jim@orea.us Email: bob@orea.us VC6000164646	Mr. Gerard J. Creen 35 Lee Street Worcester, MA 01602-2120 B# (508) 755-3833 VC6000107189
Mr. John P. Mello, SRA 7 Woodland Road Rochester, MA B#(508) 763-5302 F# (508) 763-5302 Email: jmappraise@aol.com VC6000034881	David Hark 600 Loring Avenue Salem, MA 01970 B#(978) 741-4744 Email: david@drumlingroup.com VC6000169570

LPA Appraisal Function Job Aid

Local Public Agency - Appraisal Responsibilities



- Identify and select qualified appraisers – appraiser and review appraiser
- Establish process for reviewing appraisals
- Ensure appraisals are completed and reviewed appropriately – use your review appraiser as a consultant to assist you (using Your Review Appraiser's Checklist at the end of this job aid)
- Review and approve the final appraisal report
- Establish an amount believed to be just compensation

Note: For your first project or a complex project, schedule a pre-appraisal meeting with your State DOT LPA coordinator and your appraisal and acquisition consultants to discuss the issues

Local Public Agency - Valuation Activities

1. Obtain survey and plans
2. Determine appraisal formats for the following types of acquisitions (and number of appraisals per acquisition)
 - Simple partial acquisitions (strip takings)
 - Simple total acquisitions
 - Complex acquisitions and before/after appraisals
3. Determine appraiser availability
 - Staff or fee
 - Residential or general qualifications
4. Identify the appraisal problem and write scope of work, taking into account;
 - Property ownership rights being acquired
 - Property encumbrances and pre-existing easements
 - Need for specialty appraisals (machinery, arborist, etc.)
 - Cost-to-cure situations
 - If partial acquisition, determine if items such as well or septic system is within take area
5. Determine highest and best use
 - Land viewed as if vacant
 - Contributory value of improvements
 - Possible transitional H&B use
6. Conduct data collection and analysis
 - Collect and verify data and comparable sales
 - Analyze data in relation to subject property
7. Prepare Land/Site Valuation
 - Identify the whole property, or larger parcel
 - Identify and address tenant owned improvements
 - Land is valued prior to consideration of improvements
 - Sales comparison approach typically used
 - If improved, identify realty vs. personalty
 - If before/after appraisal, identify additional after acquisition comparables
 - Develop Cost and Income approach, or explain why not applicable
8. Reconcile separate approaches to value, if appropriate

Local Public Agency - General Post-Valuation Activities

1. Help the review appraiser in thoroughly understanding the appraisal report
2. Discuss questions with the negotiator regarding the appraisal and the valuation process
3. Provide needed data to relocation personnel
4. Provide information to property management relating to highest and best use of the property
5. Serve as a resource to property management providing marketing ideas for disposing of the remainder if it is an uneconomic remnant
6. Assist with legal settlements and litigation (these activities may be performed by the appraiser and/or the review appraiser)
 - Consult on potential legal settlements if necessary
 - Appear as an expert witness in legal proceedings if necessary
 - Serve as a team member in helping to analyze a legal settlement
 - Participate in pre-trial conferences and selection of experts
 - Provide consulting regarding strengths and weaknesses of opponent's evidence
 - Discuss the theory of the case with the attorney to insure the adoption of a correct theory
 - Always consult with an attorney when preparing for discovery
 - Write answers to questions through written interrogatories
 - Produce all documents used in preparing the appraisal
 - Identify other experts or resources to complement your testimony

LPA Appraisal Function
Job Aid

Appraisal Scope of Work Criteria

- ☐ Does the Scope of Work require compliance?
 - ☐ Federal and State requirements
 - ☐ State DOT FHWA approved right-of-way or appraisal manual
 - ☐ The definition of an appraisal in 49 CFR 24.2(a)(3)

 - ☐ Does the Scope of Work specify property inspection requirements?
 - ☐ Give owner opportunity to accompany appraiser on inspection
 - ☐ Inspect neighborhood and project area
 - ☐ Inspect interior and exterior of subject improvements
 - ☐ Provide level of detail of physical characteristics

 - ☐ Does the Scope of Work address the following appraisal content requirements?
 - ☐ Property description, including floor plan, dimensions, photographs, location maps
 - ☐ Property rights to be acquired
 - ☐ Definition of value
 - ☐ Date of valuation and date of the report
 - ☐ Realty/personalty report
 - ☐ Observed or known encumbrances
 - ☐ Five-year sales history of the property
 - ☐ Highest and best use analysis of present use and zonings
 - ☐ Present and analyze relevant market information
 - ☐ Consider project influence in the appraisal report
 - ☐ Report opinions and conclusions
 - ☐ Intended use
 - ☐ Intended user
 - ☐ Required certification
 - ☐ Assumptions and limiting conditions
-

LPA Appraisal Function Duties and Responsibilities - Job Aid

Selecting an Appraiser and a Review Appraiser



Before hiring an Appraiser or a Review Appraiser:

- Consult with your State DOT to ensure both the Appraiser and Review Appraiser meet State DOT qualifications and are State certified or licensed
- Define the appraisal problem and select an Appraiser and a Review Appraiser based on the individual project or the complexity of parcels identified for the acquisition
- Consider the Appraiser and Review Appraiser's past eminent domain experience and quality of services provided to other clients

When selecting an Appraiser or Review Appraiser, check their:

- ☐ Education and credentials
- ☐ General & Geographic experience
- ☐ Property type experience
- ☐ Reputation and work ethic
- ☐ Court testimony experience
- ☐ Prior Agency experience

Appraiser's Responsibilities

- | | |
|--|--|
| ➤ Attend pre-appraisal meetings with LPA and State DOT, if necessary | ➤ Determine highest and best use |
| ➤ Develop scope of work in coordination with LPA | ➤ Prepare land/site valuation |
| ➤ Write the problem definition | ➤ Consider three approaches to value |
| ➤ Prepare a preliminary survey and plan | ➤ Conduct reconciliation |
| ➤ Invite owner to property inspection | ➤ Respond to questions/comments from review appraiser |
| ➤ Conduct physical inspection of property | ➤ Submit correction to appraisal report |
| ➤ Conduct data collection and analysis | ➤ Disclose any prior involvement with the subject property in the last 3 years |

LPA Appraisal Function Job Aid

Review Appraiser's Responsibilities

Review Appraiser's Pre-Appraisal Responsibilities:

- Participate as a member of the project development team to contribute expertise and improve the process through coordination
- Develop an appraisal complexity analysis
- Select an appraiser for the project
- Participate in pre-appraisal meetings
- Assist the Agency in the development of a scope of work

Review Appraiser Appraisal Responsibilities:

- Ensure appraisal compliance with the contract/assignment
- Communicate effectively with appraiser
- Review appraiser's findings
- Prepare review appraiser's report
- Review owner's appraisals, if applicable
- Recommend just compensation
- Establish just compensation, if Agency employee and authorized by Agency

Review Appraiser's Post-Appraisal Responsibilities:

- Negotiation
 - ' Assist acquisition agent with complex appraisal issues
- Relocation
 - ' Prevent double-payments during relocation
 - ' Provide carve-out calculations
- Property management
 - ' Establish economic rent
 - ' Provide data and market trends
- Settlement
 - ' Provide professional advice
- Litigation
 - ' Participate as a member of the litigation team (pre-trial conferences, selecting experts, consulting on strengths/weaknesses of evidence)
 - ' Assist in preparing for discovery (requests for admissions, written interrogatories, motions for producing documents, depositions)
 - ' Provide evidence consultation (discovering flaws in opponent's appraisal)
- Post-project review
 - ' Participate in project evaluation
 - ' Provide input for process improvements
- Provide appraiser evaluation, to be included in Agency appraiser database

Fee Review Appraiser's Responsibilities

Fee Review Appraiser's should

- ☐ Comply with the contract
- ☐ Represent the Agency
- ☐ Review the requirements in the same manner as for staff
- ☐ Prepare estimate of market value for Agency approval

Your Review Appraiser's Checklist

<p>Ensure The Appraisal Complies With The Contract</p> <ul style="list-style-type: none"> <input type="checkbox"/> Does the appraisal comply with the contract? <input type="checkbox"/> Was the contract developed based on the scope of work? (See page 2 of checklist) <input type="checkbox"/> Does the appraisal comply with both Federal and State appraisal requirements? <input type="checkbox"/> Was the appraisal completed on schedule and all milestones completion dates met? 	<p>Ensure The Appraisal Addresses The Main Requirements Of 49 CFR Part 24</p> <ul style="list-style-type: none"> <input type="checkbox"/> Did the appraiser invite the owner or designated representative to accompany the appraiser on the property inspection? Is this documented? <input type="checkbox"/> What concerns did the property owner or representative express? Are they documented? <input type="checkbox"/> Does the appraisal separately address the tenant-owned improvements? <input type="checkbox"/> Was the tenant-owner given an opportunity to accompany the appraiser on the property inspection? Is this documented? <input type="checkbox"/> Does the appraisal clarify what is compensable and what is non-compensable? <ul style="list-style-type: none"> <input type="radio"/> Have damages occurred? <input type="radio"/> What was the impact of the taking on the remainder? <input type="radio"/> Did you measure the damage? <input type="radio"/> Does the report separate the identification of the damages? <input type="radio"/> Did you find any non-compensable damages included in the appraisal? <input type="radio"/> Did you request appropriate corrections? <input type="checkbox"/> Does the appraisal address all real property affected by the acquisition? <ul style="list-style-type: none"> <input type="radio"/> Does the appraisal consider all improvements? <input type="radio"/> Does the report appraise these improvements if they are impacted? <input type="radio"/> Does the report contain support and/or justification for not appraising the improvements? <input type="checkbox"/> Does the appraisal identify both real and personal property? <ul style="list-style-type: none"> <input type="radio"/> Is there a separate personal property report or list within the appraisal report? <input type="radio"/> Does the personalty report clearly delineate what the value estimate includes? <input type="radio"/> Is there a clear distinction between the personal and the real property? <input type="checkbox"/> If there is a potential uneconomic remnant situation, did the remainder suffer a loss of value? <ul style="list-style-type: none"> <input type="radio"/> Did you find all of the necessary data and analysis information in the report? <input type="radio"/> Do you need to gather more information before making your determination?
<p>Communicate with the Appraiser</p> <p>To communicate effectively with the appraiser, always remember these three points:</p> <ul style="list-style-type: none"> • Critique the report and not the person • Solve the problem • Obtain necessary corrections 	
<p>Determine If Appraiser Used Proper Appraisal Methodology</p> <ul style="list-style-type: none"> <input type="checkbox"/> Does the whole property meet the test of unity of use, contiguity, and ownership, and if not, has the appraiser explained the rationale for determining the whole property? <input type="checkbox"/> Is the appraiser's opinion of highest and best use supported by market data? <input type="checkbox"/> Is the market data comparable to the subject, contain sufficient information, and appear to be properly verified? <input type="checkbox"/> Did the appraiser use and apply the three approaches to value correctly or explain the exclusion of one or more of the approaches. <input type="checkbox"/> Are the adjustments supported by market data or based on subjective reasoning? <input type="checkbox"/> Did the appraiser properly address the value of the partial acquisition and remainder? <input type="checkbox"/> Was project influence, if any, applied correctly? <input type="checkbox"/> Does the report use the proper compensation framework (Federal and State rules) for this jurisdiction? <input type="checkbox"/> Were the assumptions and limiting conditions made in the report reasonable? 	

Your Review Appraiser's Checklist

<p>Ensure The Quality And Accuracy Of The Appraisal</p> <ul style="list-style-type: none"> <input type="checkbox"/> Does the appraisal adhere to quality assurance principles? <ul style="list-style-type: none"> <input type="radio"/> Logical? <input type="radio"/> Consistent? <input type="radio"/> Mathematically correct? <input type="radio"/> Grammatically correct? <input type="radio"/> Clearly written? <input type="radio"/> Legally sufficient? <input type="checkbox"/> Does the appraisal contain any common mistakes? <ul style="list-style-type: none"> <input type="radio"/> Improper methodology? <input type="radio"/> Unsupported adjustments? <input type="radio"/> Data inconsistent with opinion of highest and best use? <input type="radio"/> Erroneous zoning assumptions? <input type="radio"/> Compensability issues? <input type="radio"/> Unsupported damage estimates? <input type="radio"/> Math errors? 	<p>Prepare a Review Appraiser's Report</p> <ul style="list-style-type: none"> <input type="checkbox"/> Is the Review Appraiser's Report based on 49CFR Part 24? <ul style="list-style-type: none"> <input type="radio"/> Is it a written report? <input type="radio"/> Does it identify the appraisal report? <input type="radio"/> Does it document the findings and conclusions? <input type="radio"/> Does it identify damages? <input type="radio"/> Does it include a signed certification stating approved value? <input type="checkbox"/> Did you maintain and develop a comprehensive Review Appraiser's Report? <ul style="list-style-type: none"> <input type="radio"/> Does it discuss the strengths and weaknesses of the appraisal report? <input type="radio"/> Does it maintain a positive approach and avoid negativity? <input type="radio"/> Does it refer to the report and not the person? <input type="radio"/> Does it avoid imposing your opinion instead of the appraiser's?
<p>Verify All Conclusions Are Fully Supported</p> <ul style="list-style-type: none"> <input type="checkbox"/> Did you verify that the appraisal fully supports all conclusions? <ul style="list-style-type: none"> <input type="radio"/> Are the opinions expressed supported by relevant market data? <input type="radio"/> Have you fully evaluated the analysis, data, and conclusions? 	<p>Review Property Owner Appraisals</p> <p>If you received a property owner's appraisal did you ...</p> <ul style="list-style-type: none"> <input type="checkbox"/> Consider the findings? <input type="checkbox"/> Subject it to the same review process?
<p>Review Appraiser's Findings</p> <ul style="list-style-type: none"> <input type="checkbox"/> Not acceptable <input type="checkbox"/> Acceptable – meets all requirements but not selected as recommended or approved <input type="checkbox"/> Recommended – as the basis for the establishment of the amount believed to be just compensation 	<p>Establish Just Compensation</p> <ul style="list-style-type: none"> <input type="checkbox"/> As a Staff Review Appraiser, did you develop and report the amount believed to be just compensation? <input type="checkbox"/> As a Fee Review Appraiser, did you establish an estimate of market value for Agency approval?
<p>Appraisal Review Management Activities</p> <ul style="list-style-type: none"> • Reconcile consistency issues • Reconcile divergent values reconciliation • Provide assistance with project management review 	<p><i>Sequence for the review of an appraisal report –</i></p> <p><i>If you completed your compliance review in a favorable manner, then you accomplished the following:</i></p> <ul style="list-style-type: none"> <input type="checkbox"/> Reviewed preliminary scope of work <input type="checkbox"/> Read the appraisal <input type="checkbox"/> Checked for compliance with regulations <input type="checkbox"/> Assessed comparability and accuracy of data <input type="checkbox"/> Assessed methodology, judgment, and conclusions <input type="checkbox"/> Assessed quality and accuracy of the report